EEA Financial Mechanism 2014-2021

Norwegian Financial Mechanism 2014-2021

PROGRAMME AGREEMENT

between

The Financial Mechanism Committee and the Norwegian Ministry of Foreign Affairs

Hereinafter referred to as the "Donors"

and

The General Directorate for European Non-reimbursable Financial Mechanisms and Instruments (GDENFMI), Ministry of European Funds,

hereinafter referred to as the "National Focal Point",

representing Romania,

hereinafter referred to as the "Beneficiary State"

together hereinafter referred to as the "Parties"

for the financing of the Programme "Local Development and Poverty Reduction, Enhanced Roma Inclusion"

hereinafter referred to as the "Programme"

Chapter 1
Scope, Legal Framework, and Definitions

Article 1.1
Scope

This programme agreement between the Donors and the National Focal Point lays down the rights and obligations of the Parties regarding the implementation of the Programme and the financial contribution from the EEA and the Norwegian Financial Mechanisms 2014-2021 to the Programme.

Article 1.2
Legal Framework

1. This programme agreement shall be read in conjunction with the following documents which, together with this programme agreement, constitute the legal framework of the EEA and Norwegian Financial Mechanisms 2014-2021:

(a) the Agreement between the Kingdom of Norway and the European Union on the Norwegian Financial Mechanism 2014-2021 (hereinafter referred to as the "Agreement") and Protocol 38c to the EEA Agreement on the EEA Financial Mechanism 2014-2021 (hereinafter referred to as "Protocol 38c";

(b) the Regulation on the implementation of the EEA Financial Mechanism 2014-2021 and the Regulation on the implementation of the Norwegian Financial Mechanism 2014-2021 (hereinafter referred to as the "Regulations") issued by the Financial Mechanism Committee in accordance with Article 10(5) of Protocol 38c and by the Norwegian Ministry of Foreign Affairs in accordance with Article 10(5) of the Agreement;

(c) the Memorandum of Understanding on the Implementation of the EEA Financial Mechanism 2014-2021 and the Memorandum of Understanding on the Implementation of the Norwegian Financial Mechanism 2014-2021 (hereinafter referred to as the "MoUs"), entered into between the Donors and the Beneficiary State; and

(d) any guidelines adopted by the Donors in accordance with the Regulations.

2. In case of an inconsistency between this programme agreement and the Regulations, the Regulations shall prevail.

3. The legal framework is binding for the Parties. An act or omission by a Party to this programme agreement that is incompatible with the legal framework constitutes a breach of this programme agreement by that Party.

Article 1.3
Definitions

Terms used and institutions and documents referred to in this programme agreement shall be understood in accordance with the Regulations, in particular Article 1.6 thereof, and the legal framework referred to in Article 1.2 of this programme agreement.

Article 1.4
Annexes and hierarchy of documents

1. Annexes attached hereto form an integral part of this programme agreement. Any reference to this programme agreement includes a reference to its annexes unless otherwise stated or clear from the context.

2. The provisions of the annexes shall be interpreted in a manner consistent with this programme agreement. Should the meaning of any provision of the said annexes, so interpreted, remain inconsistent with this programme agreement, the provisions of the annexes shall prevail, provided that these provisions are compatible with the Regulations.

3. Commitments, statements and guarantees, explicit as well as implicit, made in the preparation of the programme are binding for the National Focal Point and the Programme Operator unless otherwise explicitly stipulated in the annexes to this programme agreement.

Chapter 2
The Programme

Article 2.1
Co-operation

1. The Parties shall take all appropriate and necessary measures to ensure fulfilment of the obligations and objectives arising out of this programme agreement.

2. The Parties agree to provide all information necessary for the good functioning of this programme agreement and to apply the principles of implementation as set out in the Regulation.

3. The Parties shall promptly inform each other of any circumstances that interfere or threaten to interfere with the successful implementation of the Programme.

4. In executing this programme agreement the Parties declare to counteract corrupt practices. Further, they declare not to accept, either directly or indirectly, any kind of offer, gift, payments or benefits which would or could be construed as illegal or corrupt practice. The Parties shall immediately inform each other of any indication of

corruption or misuse of resources related to this programme agreement.

Article 2.2
Main responsibilities of the Parties

1. The National Focal Point is responsible and accountable for the overall management of the EEA and Norwegian Financial Mechanisms 2014-2021 in the Beneficiary State and for the full and correct implementation of this programme agreement. In particular, the National Focal Point undertakes to:

(a) comply with its obligations stipulated in the Regulations and this programme agreement;

(b) ensure that the Certifying Authority, the Audit Authority, the Irregularities Authority and the Programme Operator properly perform the tasks assigned to them in the Regulations, this programme agreement and the programme implementation agreement;

(c) take all necessary steps to ensure that the Programme Operator is fully committed and able to implement and manage the Programme;

(d) take the necessary measures to remedy irregularities in the implementation of the Programme and ensure that the Programme Operator takes appropriate measures to remedy irregularities in Projects within the Programme, including measures to recover misspent funds;

(e) make all the necessary and appropriate arrangements in order to strengthen or change the way the Programme is managed.

2. The Donors shall, subject to the rules stipulated in the legal framework referred to in Article 1.2 of this programme agreement, make available to the Beneficiary State a financial contribution (hereinafter referred to as "the programme grant") to be used exclusively to finance the eligible cost of the Programme.

Article 2.3
Objective and outcomes of the Programme

1. This programme agreement sets out the objective, outcome(s), outputs, indicators and targets for the Programme.

2. The National Focal Point shall ensure that the Programme Operator implements and completes the Programme in accordance with the objective, outcome(s), outputs, indicators and targets set for the Programme.

Article 2.4
Programme grant

1. The maximum amount of the programme grant, the programme grant rate, and the estimated eligible cost of the Programme shall be as specified in this programme agreement.

2. The Programme is supported by grants from both the EEA and the Norwegian Financial Mechanism. Nevertheless, this programme agreement may contain provisions applicable only to the support from the EEA Financial Mechanism and/or provisions applicable only to the support from the Norwegian Financial Mechanism.

3. The financial plan annexed to this programme agreement shall:

(a) contain a breakdown between the Programme's budget headings;

(b) contain a breakdown between the support from the EEA Financial Mechanism and the Norwegian Financial Mechanism;

(c) indicate the agreed advance payment, if any.

4. The management cost of the Programme Operator shall not exceed the amount specified in this programme agreement.

Article 2.5
Special conditions and programme specific rules

1. This programme agreement shall list any conditions set by the Donors with reference to paragraph 2 of Article 6.3 of the Regulations. The National Focal Point shall ensure compliance with these conditions and take the necessary steps to ensure their fulfilment.

2. The National Focal Point shall ensure compliance with any other programme specific rules laid down in this programme agreement.

Article 2.6
Programme implementation agreement

With reference to Article 6.8 of the Regulations and without prejudice to paragraph 2 thereof, the National Focal Point shall, before any payment is made to the Programme, sign a programme implementation agreement with the Programme Operator. The National Focal Point shall notify the Donors of such signing.

Article 2.7
Reporting

The National Focal Point shall ensure that the Programme Operator provides financial reports, annual programme reports and a final programme

report in accordance with Chapter 9 and Articles 6.11 and 6.12 of the Regulations as well as statistical reporting in accordance with guidelines adopted by the Donors.

Article 2.8
External monitoring

The external monitoring and audit referred to in Articles 11.1, 11.2, 11.3 and 11.4 of the Regulations shall not in any way relieve the National Focal Point or the Programme Operator of their obligations under the legal framework regarding monitoring of the Programme and/or its projects, financial control and audit.

Article 2.9
Modification of the Programme

1. Unless otherwise explicitly stipulated in this programme agreement, any modification of the Programme is subject to prior approval by the Donors.

2. Programme specific exceptions from paragraph 1, if any, are set in the annexes to this programme agreement.

3. Expenditures incurred in breach of this article are not eligible.

4. Should there be a doubt as to whether the proposed modifications require approval by the Donors, the National Focal Point shall consult the Donors before such modifications take effect.

5. Requests for modifications shall be submitted and assessed in accordance with Article 6.9 of the Regulations.

Article 2.10
Communication

1. All communication to the Donors regarding this programme agreement shall take place in English and be directed to the Financial Mechanism Office (hereinafter referred to as the FMO), which represents the Donors towards the National Focal Point and the Programme Operator in relation to the implementation of the Programme.

2. To the extent that original documents are not available in the English language, the documents shall be accompanied by full and accurate translations into English. The National Focal Point shall bear the responsibility for the accuracy of the translation that it provides and the possible consequences that might arise from any inaccurate translations.

Article 2.11
Contact information

1. The contact information of the Programme Operator is as specified in this programme agreement.

2. The contact information for the Donors and the Financial Mechanism Office are:

Financial Mechanism Office
Att: Director
EFTA Secretariat
Rue Joseph II, 12-16
1000 Brussels
Telephone: +32 (0)2 286 1701
Telefax (general): +32 (0)2 211 1889
E-mail: fmo@efta.int

3. Changes of or corrections to the contact information referred to in this article shall be given in writing without undue delay by the Parties to this programme agreement.

Article 2.12
Representations and Warranties

1. This programme agreement and the awarding of the programme grant is based on information provided by, through, or on behalf of the National Focal Point to the Donors prior to the signing of this programme agreement.

2. The National Focal Point represents and warrants that the information provided by, through, or on behalf of the National Focal Point, in connection with the implementation or conclusion of this programme agreement are authentic, accurate and complete.

Chapter 3
Projects

Article 3.1
Selection of projects and award of grants

1. The National Focal Point shall ensure that the Programme Operator selects projects in accordance with Chapter 7 of the Regulations and this programme agreement.

2. Eligibility of project promoters and project partners is stipulated in Article 7.2 of the Regulations and, in accordance with paragraph 4 thereof, subject only to the limitations stipulated in this programme agreement.

3. Pre-defined projects shall be outlined in this programme agreement.

4. The National Focal Point shall take proactive steps to ensure that the Programme Operator complies fully with Article 7.5 of the Regulations.

Article 3.2
Project contract

1. For each approved project a project contract shall be concluded between the Programme Operator and the Project Promoter.

2. In cases where a project contract cannot, due to provisions in the national legislation, be made between the Programme Operator and the Project Promoter, the Beneficiary State may instead issue a legislative or administrative act of similar effect and content.

3. The content and form or the project contract shall comply with Article 7.6 of the Regulations.

4. The National Focal Point shall ensure that the obligations of the Project Promoter under the project contract are valid and enforceable under the applicable law of the Beneficiary State.

Article 3.3
Project partners and partnership agreements

1. A project may be implemented in a partnership between the Project Promoter and project partners as defined in paragraph 1(w) of Article 1.6 of the Regulations. If a project is implemented in such a partnership, the Project Promoter shall sign a partnership agreement with the project partners with the content and in the form stipulated in Article 7.7 of the Regulations.

2. The partnership agreement shall be in English if one of the parties to the agreement is an entity from the Donor States.

3. The eligibility of expenditures incurred by a project partner is subject to the same limitations as would apply if the expenditures were incurred by the Project Promoter.

4. The creation and implementation of the relationship between the Project Promoter and the project partner shall comply with the applicable national and European Union law on public procurement as well as Article 8.15 of the Regulations.

5. The National Focal Point shall ensure that the Programme Operator verifies that the partnership agreement complies with this article. A draft partnership agreement or letter of intent shall be submitted to the Programme Operator before the signing of the project contract.

Chapter 4
Finance

Article 4.1
Eligible expenditures

1. Subject to Article 8.7 of the Regulations, eligible expenditures of this Programme are:

(a) management costs of the Programme Operator in accordance with the detailed budget in the financial plan;

(b) payments to projects within this Programme in accordance with the Regulations, this programme agreement and the project contract.

2. Eligible expenditures of projects are those actually incurred by the Project Promoter or project partners, meet the criteria set in Article 8.2 of the Regulations and fall within the categories and fulfil the conditions of direct eligible expenditure set in Article 8.3 of the Regulations, the conditions regarding the use of standard scales of unit costs set in Article 8.4 of the Regulations as well as indirect costs in accordance with Article 8.5 of the Regulations.

3. The first date of eligibility of expenditures in projects shall be set in the project contract in accordance with Article 8.13 of the Regulations. The first date of eligibility of any pre-defined projects shall be no earlier than the date on which the National Focal Point notifies the Donors of a positive appraisal of the pre-defined projects by the Programme Operator in accordance with paragraph 3 of Article 6.5 of the Regulations.

4. The maximum eligible costs of the categories referred to in paragraph 1 are set in this programme agreement. Programme specific rules on the eligibility of expenditure set in this programme agreement shall be complied with.

Article 4.2
Proof of expenditure

Costs incurred by Programme Operators, Project Promoters and project partners shall be supported by documentary evidence as required in Article 8.12 of the Regulations.

Article 4.3
Payments

1. Payments to the Programme shall be made when all relevant conditions for payments stipulated in this programme agreement and the Regulations have been fulfilled.

2. Payments to the Programme shall take the form of an advance payment, interim payments and payment of the final balance and shall be made in accordance with Articles 9.2, 9.3 and 9.4 of the Regulations.

3. Payments of the project grant to the Project Promoters may take the form of advance payments, interim payments and payments of the final balance. The level of advance payments and their off-set mechanism is set in this programme agreement.

4. The National Focal Point shall ensure that payments are transferred in accordance with paragraph 2 of Article 9.1 of the Regulations.

5. Chapter 9 of the Regulations shall apply to all aspects related to payments, including currency exchange rules and handling of interests on bank accounts.

Article 4.4
Transparency and availability of documents

The National Focal Point shall ensure an audit trail for financial contributions from the EEA and Norwegian Financial Mechanisms 2014-2021 to the Programme in accordance with Article 9.8 of the Regulations.

Article 4.5
Irregularities, suspension and reimbursements

The Donors have the right to make use of the remedies provided in the Regulations, in particular Chapter 13 thereof. The National Focal Point has a duty to take all necessary measures to ensure that the provisions in Chapter 12 and 13 of the Regulations regarding irregularities, suspension of payments, financial corrections and reimbursement are complied with.

Chapter 5
Final provisions

Article 5.1
Dispute settlement

1. The Parties waive their rights to bring any dispute related to the programme agreement before any national or international court, and agree to settle such a dispute in an amicable manner.

2. If a demand for reimbursement to the Donors is not complied with by the Beneficiary State, or a dispute related to a demand for reimbursement arises that cannot be solved in accordance with paragraph 1, the Parties may bring the dispute before Oslo Tingrett.

Article 5.2
Termination

1. The Donors may, after consultation with the National Focal Point, terminate this programme agreement if:

(a) a general suspension decision according to Article 13.6 of the Regulations or a decision to suspend payments according to paragraph 1(h) of Article 13.1 of the Regulations has not been lifted within 6 months of such a decision;

(b) a suspension of payments according to Article 13.1 of the Regulations, other than under paragraph 1(h), has not been lifted within one year of such a decision;

(c) a request for reimbursement according to Article 13.2 of the Regulations has not been complied with within one year from such a decision;

(d) the Programme Operator becomes bankrupt, is deemed to be insolvent, or declares that it does not have the financial capacity to continue with the implementation of the Programme; or

(e) the Programme Operator has, in the opinion of the Donors, been engaged in corruption, fraud or similar activities or has not taken the appropriate measures to detect or prevent such activities or, if they have occurred, nullify their effects.

2. This programme agreement can be terminated by mutual agreement between the Parties.

3. Termination does not affect the right of the Parties to make use of the dispute settlement mechanism referred to in Article 5.1 or the right of the Donors to make use of the remedies provided in Chapter 13 of the Regulations.

Article 5.3
Waiver of responsibility

1. Any appraisal of the Programme undertaken before or after its approval by the Donors, does not in any way diminish the responsibility of the National Focal Point and the Programme Operator to verify and confirm the correctness of the documents and information forming the basis of the programme agreement.

2. Nothing contained in the programme agreement shall be construed as imposing upon the Donors or the FMO any responsibility of any kind for the supervision, execution, completion, or operation of the Programme or its projects.

3. The Donors do not assume any risk or responsibility whatsoever for any damages, injuries, or other possible adverse effects caused by the Programme or its projects including, but not limited to inconsistencies in the planning of the Programme or its projects, other project(s) that might affect it or that it might affect, or public discontent. It is the full and sole responsibility of the National Focal Point and the Programme Operator to satisfactorily address such issues.

4. Neither the National Focal Point, the Programme Operator, entities involved in the implementation of projects, nor any other party shall have recourse to the Donors for further financial support or assistance to the Programme in whatsoever form over and above what has been provided for in the programme agreement.

5. Neither the European Free Trade Association, its Secretariat, including the FMO, its officials or employees, nor the Donors, the NMFA, the FMC, its members or alternate members, nor the EFTA States, can be held liable for any damages or injuries of whatever nature sustained by the National Focal Point or the Beneficiary State, the Programme Operator, Project Promoters or any other third person, in connection, be it direct or indirect, with this programme agreement.

6. Nothing in this programme agreement shall be construed as a waiver of diplomatic immunities and privileges awarded to the European Free Trade Association, its assets, officials or employees.

Article 5.4
Entry into force and duration

1. This programme agreement shall enter into force on the date of the last signature of the Parties.

2. This programme agreement shall remain in force until five years have elapsed after the date of the acceptance of the final programme report.

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This programme agreement is drawn up in two originals in the English language.

For the Donors

Signed in Oslo on 13/06/2018

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Niels Engelschion
Chairman of EEA Financial Mechanism Committee

For the National Focal Point

Signed in Bucharest on 19/06/2018

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Rovana Plumb
Minister of European Funds

Annex I to the Programme Agreement

Programme Operators and Partners	
Programme Operator:	Romanian Social Development Fund (RSDF)
Donor Programme Partner:	Norwegian Association of Local and Regional Authorities (KS)
IPO:	Council of Europe (CoE)
Other Programme Partner(s):	-

Programme Objective	Strengthened social and economic cohesion

PA	Outcome/Output	Expected programme results	Indicator	Disaggregation	Unit of measurement	Source of verification	Frequency of reporting	Baseline values	Baseline year	Target value
PA07	Outcome 1	Enhanced inclusion and empowerment of Roma	Number of Roma individuals with ID documents secured	Gender	Cumulative number	Project Promoters' records	Annually (APR)	0	N/A	150
			Number of Roma that have received education services	Gender	Cumulative number	Project Promoters' records	Annually (APR)	0	N/A	3,500
			Number of Roma that have received employment services	Gender	Cumulative number	Project Promoters' records	Annually (APR)	0	N/A	500
			Number of Roma that have received health services	Gender	Cumulative number	Project Promoters' records	Annually (APR)	0	N/A	2,000
			Number of Roma that have received housing services	Gender	Cumulative number	Project Promoters' records	Annually (APR)	0	N/A	500
			Number of Roma that have received integrated services[1]	Gender	Cumulative number	Project Promoters' records	Annually (APR)	0	N/A	10,200

[1] Integrated services implies that at least two types of services were provided to the same person in combination. This indicators is NOT the sum of all the service indicators for outcome 1.

			Level of acceptance by majority population (within the project intervention areas) of Roma	N/A	Scale 1-10	Survey results (surveys made by PPs)	2022, 2024	5.21	2021[2]	5.73[3]
			Number of Roma reached by empowerment measures	N/A	Cumulative number	Project Promoters' records	Annually (APR)	0	N/A	9,200
	Output 1.1	Social inclusion services provided to Roma	Number of counties where social inclusion services are provided to Roma	N/A	Cumulative number	Project Promoters' records	Semi-annually (APR and September IFR)	0	N/A	25
	Output 1.2	Awareness raising campaigns on Roma inclusion conducted	Number of awareness raising campaigns targeting majority population	N/A	Cumulative number	Project Promoters' records, Audio/video/print material produced as part of the campaign	Semi-annually (APR and September IFR)	0	N/A	15
			Number of awareness raising campaigns targeting Roma	N/A	Cumulative number	Project Promoters' records, Audio/video/print material produced as part of the campaign	Semi-annually (APR and September IFR)	0	N/A	20
			Number of people reached by awareness raising campaigns	Roma	Cumulative number	Project Promoters' records	Semi-annually (APR and September IFR)	0	N/A	16,000
	Output 1.3	Professionals working with Roma trained	Number of professionals trained in working with Roma	Gender, Roma	Cumulative number	List of training participants	Semi-annually (APR and	0	N/A	1,200

[2] Calculations were finalised in 2023
[3] 2024

							September IFR)			
	Output 1.4	Roma experts and leaders trained to defend Roma rights	Number of Roma experts and leaders trained to defend Roma rights	Gender	Cumulative number	List of training participants	Semi-annually (APR and September IFR)	0	N/A	750
	Output 1.5	Anti-discrimination tools developed to be applied in working with Roma	Number of anti-discrimination tools developed	N/A	Cumulative number	Project Promoters' records	Semi-annually (APR and September IFR)	0	N/A	10
PA08	Outcome 2	Enhanced social inclusion of children and youth	Number of children or youth with special education needs that have received support services	Gender, Roma	Cumulative number	Project Promoters' records	Annually (APR)	0	N/A	1,500
			Number of children or youth at risk of early-school leaving that have received support services	Gender, Roma	Cumulative number	Project Promoters' records	Annually (APR)	0	N/A	10,500
			Number of children or youth that have improved their school attendance by at least 10%	Gender, Roma	Cumulative number	School records	2022 and then annually	N/A	N/A	3,500
			Rate of transition to lower secondary education (ISCED 2) in supported schools	N/A	Percentage	school records, project promoter's records	2022 and then annually	96.25 %	2022	97.25 %[4]
			Rate of transition to higher secondary education (9th grade) (ISCED 3) in supported schools	N/A	Percentage	School records; Project Promoters' records	2022 and then annually	90.9 %	2022	91.9 %[5]

[4] Target value was set to +1% fro the baseline value
[5] Target value was set to +1% from the baseline

	Output 2.1	Support services provided to children or youth at risk	Number of counties where educational or social services were provided to children or youth with special education needs	N/A	Cumulative number	Project Promoters' records	Semi-annually (APR and September IFR)	0	N/A	10
			Number of counties where support services were provided to children or youth at risk of early-school leaving	N/A	Cumulative number	Project Promoters' records	Semi-annually (APR and September IFR)	0	N/A	30
	Output 2.2	Teachers trained in providing education services to children and youth at risk	Number of teachers trained in working with children and youth at risk of early-school leaving	Gender, Roma	Cumulative number	List of training participants	Semi-annually (APR and September IFR)	0	N/A	1,600
			Number of teachers trained in working with children and youth with special education needs	Gender, Roma	Cumulative number	List of training participants	Semi-annually (APR and September IFR)	0	N/A	750
	Output 2.3	Outreach provided to parents of children or youth at risk	Number of parents of children or youth at risk of early-school leaving reached	N/A	Cumulative number	Project Promoters' records	Semi-annually (APR and September IFR)	0	N/A	3,400
			Number of parents of children or youth with special education needs reached	N/A	Cumulative number	Project Promoters' records	Semi-annually (APR and September IFR)	0	N/A	800
PA10	Outcome 4	Increased use of social services by disadvantaged groups	Number of individuals that have received personalised social services	Financial Mechanism, Gender, Roma	Cumulative number	Project Promoters' records	Annually (APR)	0	N/A	16,000
			Level of satisfaction with the social services provided	N/A	Scale 1-10	Survey results (surveys made by PPs)	2023, 2024	N/A	N/A	6.5

	Output 4.1	Intervention models applied in working with vulnerable groups	Number of intervention models applied in working with vulnerable groups	N/A	Cumulative number	Project Promoters' records	Semi-annually (APR and September IFR)	0	N/A	7
	Output 4.2	Social services provided to people from vulnerable groups at local level	Number of municipalities/towns where social services were provided	N/A	Cumulative number	Project Promoters' records	Semi-annually (APR and September IFR)	0	N/A	200
PA16	Outcome 5	Increased knowledge of central and local government to enact good governance principles	Level of knowledge of good governance principles of trained staff and politicians	N/A	Scale 1-10	Survey results (surveys made by PPs)	2022, 2024	6.33	2021[6]	7.91
	Output 5.1	Tools of good governance developed/ improved	Number of good governance tools developed/improved	N/A	Cumulative number	Project Promoters' records	Semi-annually (APR and September IFR)	0	N/A	6
	Output 5.2	Public administration staff and politicians trained in good governance principles	Number of public administration staff and politicians trained in good governance principles	Gender, Roma	Cumulative number	List of training participants	Semi-annually (APR and September IFR)	0	N/A	3,500
			Number of municipalities/towns covered by the training on good governance principles	N/A	Cumulative number	Project Promoters' records	Semi-annually (APR and September IFR)	0	N/A	1,100
PA17	Outcome 6	Increased implementation of judgements and case law issued by the	Number of ECtHR judgements and case-law and of country specific recommendations on children's rights put	N/A	Cumulative number	Project Promoters' records	Annually (APR)	0	N/A	1

[6] Calculations were finalised in 2023

		European Court of Human Rights (ECtHR) and of country specific recommendations on human rights put forward by other bodies of the Council of Europe	forward by other bodies of the Council of Europe, implemented under the Programme, at national level							
			Number of ECtHR judgements and case-law and of country specific recommendations on detainees' rights put forward by other bodies of the Council of Europe, implemented under the Programme, at national level	N/A	Cumulative number	Project Promoters' records	Annually (APR)	0	N/A	1
			Number of ECtHR judgements and case-law and of country specific recommendations on minority rights put forward by other bodies of the Council of Europe, implemented under the Programme, at national level	N/A	Cumulative number	Project Promoters' records	Annually (APR)	0	N/A	1
			Number of ECtHR judgements and case-law and of country specific recommendations on rights of people with disabilities put forward by other bodies of the Council of Europe, implemented under the Programme, at national level	N/A	Cumulative number	Project Promoters' records	Annually (APR)	0	N/A	1
			Number of ECtHR judgements and case-law and of country specific	N/A	Cumulative number	Project Promoters' records	Annually (APR)	0	N/A	1

			recommendations on women's rights put forward by other bodies of the Council of Europe, implemented under the Programme, at national level							
	Output 6.1	Mechanisms established to protect the rights of people from vulnerable groups *(Mechanisms include public structures/ entities, networks, sets of procedures)	Number of mechanisms established to protect the rights of people belonging to vulnerable groups[7]	N/A	Cumulative number	Project Promoters' records	Semi-annually (APR and September IFR)	0	N/A	3
	Output 6.2	Measures for combating discrimination and/or promoting human rights piloted at national level	Number of experts working with vulnerable groups trained	Gender, Roma	Cumulative number	List of training participants	Semi-annually (APR and September IFR)	0	N/A	400
			Number of people from vulnerable groups reached by anti-discrimination or human rights pilot measures	Gender, Roma	Cumulative number	Project Promoters' records	Semi-annually (APR and September IFR)	0	N/A	600
			Number of measures for combating discrimination piloted	N/A	Cumulative number	Project Promoters' records	Semi-annually (APR and September IFR)	0	N/A	3
PA10	Bilateral Outcome	Enhanced collaboration	Level of satisfaction with the partnership	N/A	Scale 1-7	Survey results	Annually (APR)	6.25	2020	4.5[8]

[7] Mechanisms include public structure/entities, networks, sets of procedures

[8] Target is ≥4.5, and an increase on the baseline value

		between beneficiary and donor state entities involved in the programme	Level of trust between cooperating entities in Beneficiary State and Donor States	N/A	Scale 1-7	Survey results	Annually (APR)	6.44	2020	4.5[9]
			Number of letters of intent on future collaboration	N/A	Cumulative number	Project Promoters' records	Annually (APR)	0	N/A	25
			Share of cooperating organisations that apply the knowledge acquired from bilateral partnership	N/A	Percentage	Survey results	Annually (APR)	N/A	N/A	60 %
	Bilateral Output 1	Exchanges between beneficiary and Donor State entities supported	Number of participants from Beneficiary States in exchanges	Donor State, Gender, Type of exchange	Cumulative number	List of participants	Semi-annually (APR and September IFR)	0	N/A	250
	Bilateral Output 2	Professional exchanges with representatives of relevant entities from Romania and Donor States supported	Number of participants from Donor States involved in exchanges	Donor State, Gender, Type of exchange	Cumulative number	List of participants	Semi-annually (APR and September IFR)	0	N/A	60

[9] Target is ≥4.5, and an increase on the baseline value

Conditions

General

1. For Outcome 1 indicator "Level of acceptance by majority population (within the project intervention areas) of Roma," where the baseline value is "to be determined" (TBD), the Programme Operator shall submit to the FMO for approval the baseline value no later than 6 months after the last relevant project selected under the open call for Roma inclusion has been contracted. The updated baseline value shall be agreed upon through a modification of the programme agreement.

2. For Outcome 2 indicators "Rate of transition to lower secondary education (ISCED 2) in supported schools" and "Rate of transition to higher secondary education (9th grade) (ISCED 3) in supported schools" where the baseline value is "to be determined" (TBD), the Programme Operator shall submit to the FMO for approval the baseline value, together with a description of the data collection methods used, no later than 6 months after the last relevant project selected under the open call for Children and Youth at Risk was contracted. The updated baseline value shall be agreed upon through a modification of the programme agreement.

3. For Outcome 5 indicator "Level of knowledge of good governance principles of trained staff and politicians" where the baseline value is "to be determined" (TBD), the Programme Operator shall submit to the FMO a description of the data collection methods to be used by PPs, no later than 6 months after both of the pre-defined projects proposed by the Association of Romanian Communes in Romania (ACoR) and the General Secretariat of the Government (GSG) are contracted, and, as soon as this could be available (based on the methodology), the baseline value of the indicator. The updated baseline value shall be agreed upon through a modification of the programme agreement.

4. The National Focal Point shall ensure that the Programme Operator ensures that synergies with the programmes 'Health' and 'Active Citizens' Fund' are further elaborated and opened up for in the calls for proposals.

5. The Programme Operator shall ensure that an ex ante control of public procurement procedures and documentation carried out within projects implemented under the Programme is carried out by a competent independent entity, other than the respective project promoter, in accordance with the applicable Romanian public procurement legislation.

6. The maximum level of funding available from the total eligible expenditure of the programme for infrastructure (hard measures) shall be 60%.

7. No payments shall be made from the programme to pre-defined project no. 1 (number under Section 5.1 of Annex II to the Programme Agreement) prior to the signature of a partnership agreement, in line with Article 7.7 of the Regulations, between the project promoter and the donor project partner, the Norwegian School of Sport Sciences (NIH).

8. The National Focal Point shall ensure that the Programme Operator ensures that Project Promoters:

* Keep any buildings purchased, constructed, renovated or reconstructed under the project in their ownership for a period of at least 5 years following the completion of the project and continue to use such buildings for the benefit of the overall objectives of the project for the same period;

* Keep any buildings purchased, constructed, renovated or reconstructed under the project properly insured against losses such as fire, theft and other normally insurable incidents both during project implementation and for at least 5 years following the completion of the project; and

* Set aside appropriate resources for the maintenance of any buildings purchased, constructed, renovated or reconstructed under the project for at least 5 years following the completion of the project. The specific means for implementation of this obligation shall be specified in the project contract.

9. The Programme Operator shall in the Annual and Final Programme Reports, report on the implementation of the 'Plan for enhancing of the management capacity of the Programme Operator', submitted in accordance with the Memorandum of Understanding.

Pre-eligibility

Not applicable

Pre-payment

Not applicable

Pre-completion

Not applicable

Post-completion

Not applicable

Eligibility of costs - period	**First date**	**Final date**
Eligibility of costs	14/10/2016	30/04/2025
Grant rate and co-financing		
Programme eligible expenditure (€)		€ 91,941,176
Programme grant rate (%)		85.82 %
Maximum amount of Programme grant - EEA Financial Mechanism (€)		€ 27,500,000
Maximum amount of Programme grant - Norwegian Financial Mechanism (€)		€ 51,400,000
Maximum amount of Programme grant - Total (€)		€ 78,900,000

PA	Budget Heading	EEA Grants	Norway Grants	Total grant	Programme grant rate	Programme co-financing	Programme eligible expenditure	Advance payment
PA10	Programme management	€ 1,695,790	€ 3,354,210	€ 5,050,000	85.00 %	€ 891,176	€ 5,941,176	€ 700,000
PA07	Outcome 1 (EEA Grants)	€ 18,131,412		€ 18,131,412	85.00 %	€ 3,199,661	€ 21,331,073	€ 0
PA07	Outcome 1 (Norway Grants)		€ 0	€ 0	85.00 %	€ 0	€ 0	€ 0
PA08	Outcome 2 (EEA Grants)	€ 0		€ 0	85.00 %	€ 0	€ 0	€ 0
PA08	Outcome 2 (Norway Grants)		€ 17,881,382	€ 17,881,382	85.00 %	€ 3,155,538	€ 21,036,920	€ 1,134,750
PA10	Outcome 4 (EEA Grants)	€ 2,820,960		€ 2,820,960	95.31 %	€ 138,957	€ 2,959,917	€ 0
PA10	Outcome 4 (Norway Grants)		€ 24,811,883	€ 24,811,883	86.55 %	€ 3,855,074	€ 28,666,957	€ 0
PA16	Outcome 5 (EEA Grants)	€ 0		€ 0	85.00 %	€ 0	€ 0	€ 0
PA16	Outcome 5 (Norway Grants)		€ 5,352,525	€ 5,352,525	85.00 %	€ 944,563	€ 6,297,088	€ 1,803,600
PA17	Outcome 6 (EEA Grants)	€ 4,851,838		€ 4,851,838	85.00 %	€ 856,207	€ 5,708,045	€ 0
PA17	Outcome 6 (Norway Grants)		€ 0	€ 0	85.00 %	€ 0	€ 0	€ 0
Total		**€ 27,500,000**	**€ 51,400,000**	**€ 78,900,000**	**85.82 %**	**€ 13,041,176**	**€ 91,941,176**	**€ 3,638,350**

Retention of management costs	
Retention of management costs - Percentage of the management costs	10.00 %
Retention of management costs - Planned Euro value	€ 594,118

Local Development and Poverty Reduction, Enhanced Roma Inclusion

Operational rules (Annex II)

1. **Programme summary**

This Annex sets out the operational rules for the programme. The program agreement is based on the MoU, the concept note and comments made by the FMC. Commitments, statements and guarantees, explicit as well as implicit, made in the concept note, are binding for the National Focal Point and the Programme Operator unless otherwise explicitly stipulated in the annexes to this programme agreement.

The Programme Operator is the Romanian Social Development Fund (RSDF). The Norwegian Association of Local and Regional Authorities (KS) is the Donor Programme Partner (DPP). The Council of Europe (CoE) is the International Partner Organisation (IPO).

The Programme shall provide grants to projects within the following Programme Areas:

PA 07 "Roma Inclusion and Empowerment". Within this PA, the programme shall support the outcome "Enhanced Roma inclusion and empowerment" by way of one small grant scheme and one call for proposals. Projects under the small grant scheme address the community level by providing funds for specific priority needs identified in a participatory manner, aimed at contributing to the improvement of living and educational condition in disadvantaged communities with high percentage of Roma population. Projects under the call for proposals will target the needs of Roma population using integrated or sectorial approaches, also focusing on empowering Roma women and youth, Roma leaders, on increasing awareness on intercultural approaches and respect Roma rights, on increasing the capacity of public entities to be more inclusive and on combating all forms of discrimination. Priority will be given to disadvantaged areas with high percentage of Roma population.

PA08 "Children and Youth at Risk". Within this PA, the programme shall support the outcome "Enhanced social inclusion of children and youth" by way of one pre-defined project and one call for proposals. The pre-defined project is implemented by the Romanian National University for Physical Education and Sports (UNEFS) and will focus on involving children from disadvantaged families in sports as a measure to improve their participation in education and in social life. Projects selected via the call for proposals under the same outcome promote inclusive education and equal chances, increasing the access and use of appropriate education and supporting services for children and youth at risk.

PA10 "Local Development and Poverty Reduction". Within this PA, the programme shall support the outcome "increased use of social services by disadvantaged groups" by way of one small grant scheme and two calls for proposals. The open call for proposals will focus on the improvement of quality and access to social/ welfare services at county at micro and/or macro-regional level. The restricted call for proposals will provide support for the implementation of national and local anti-poverty measures building on the results of projects funded under the "Poverty Alleviation" programme supported from FM 09-14. The small grant scheme will provide funds to local authorities to increase their capacity to apply to other funds, for technical assistance services needed for investments/ measures envisaging local development in poor areas.

PA16 "Good Governance, Accountable Institutions, Transparency". Within this PA, the programme shall support the outcome "increased knowledge of central and local government to enact good governance principles" by way of two pre-defined projects. One of the pre-defined projects on capacity building in the field of public governance implemented by the General Secretariat of the Romanian Government in partnership with the Organisation on Economic Cooperation and Development (OECD). The other pre-defined project implemented by the Association of Communes in Romania (ACoR) in partnership with the Association of Municipalities in Romania and the Norwegian Association of Local and Regional Authorities (KS) will be focused at local government level and will implement measures meant at increasing the quality of decision making process, at strengthening transparency in decision

making process, at reducing and preventing corruption and encouraging the exchange of experiences and networking between institutions and public authorities and with relevant public entities from the Donor States.

PA17: "Human Rights – National Implementation". Within this PA, the programme shall support the outcome "Increased implementation of judgements and case law issued by the European Court of Human Rights (ECtHR) and of country specific recommendations on human rights put forward by other bodies of the Council of Europe by way of one call for proposals. This call is addressed to national level public entities, which could propose projects to support the implementation of measures aiming to answer to the issues identified in cases judged by the ECtHR and to the specific country recommendations put forward by other bodies of the Council of Europe (such as European Commission against Racism and Intolerance - ECRI, European Committee for Prevention of Torture and Inhumane or Degrading Treatment or Punishment - CPT, Advisory Committee for the Framework Convention for the Protection of National Minorities, etc.) left unresolved and/or insufficiently treated at national level regarding the rights of people with disabilities, national minority rights, detainees' rights, children's rights and women's rights. Under this call, mechanisms to protect the rights of people from the listed vulnerable groups shall be established and/ or improved and measures for combating discrimination shall be piloted/ put in place, in line with the national strategy for combating discrimination.

The Programme shall contribute to the Objective 'Strengthened social and economic cohesion'.

2. Eligibility

2.1 Eligible applicants:

The rules on eligibility of applicants and project partners are set in Article 7.2 of the Regulation. In accordance with Article 7.2.4, the following entities shall be eligible:

PA	Outcome	Modality	Eligible applicants (project promoters)	Eligible partners Romania	Eligible partners Donor States
7	Enhanced inclusion and empowerment of Roma	Call for proposals	NGOs; public entities and associations of local authorities	Public entities, associations of local authorities, NGOs	Any public or private entity, commercial or non-commercial, as well as non-governmental organisations established as a legal person in the Donor States
7	Enhanced inclusion and empowerment of Roma	Small grant scheme	NGOs; local authorities	Public entities, associations of local authorities, NGOs	Any public or private entity, commercial or non-commercial, as well as non-governmental organisations established as a legal person in the Donor States
8	Enhanced social inclusion of children and youth	Call for proposals	NGOs; public entities	Public entities, associations of local authorities, NGOs	Any public or private entity, commercial or non-commercial, as well as non-governmental organisations established as a legal

					person in the Donor States
10	Increased use of social services by disadvantaged groups	Call for proposals	NGOs; public entities and associations of local authorities	Public entities, associations of local authorities, NGOs	Any public or private entity, commercial or non-commercial, as well as non-governmental organisations established as a legal person in the Donor States
10	Increased use of social services by disadvantaged groups	Restricted call for proposals	Project Promoters involved in the implementation of the projects financed under the RO 25 Programme on Poverty Alleviation (NO FM 2009-2014) and the partners of the City of Oslo	Public entities, associations of local authorities, NGOs	Any public or private entity, commercial or non-commercial, as well as non-governmental organisations established as a legal person in the Donor States
10	Increased use of social services by disadvantaged groups	Small grant scheme	Local authorities	Public entities, local authorities, NGOs	Any public or private entity, commercial or non-commercial, as well as non-governmental organisations established as a legal person in the Donor States
17	Increased implementation of judgements and case law issued by the European Court of Human Rights (ECtHR) and of country specific recommendations on human rights put forward by other bodies of the Council of Europe	Call for proposals	National level public entities, NGOs	Public entities, NGOs, Inter-governmental organisations or bodies or agencies thereof	Any public or private entity, commercial or non-commercial, as well as non-governmental organisations established as a legal person in the Donor States

2.2 Special rules on eligibility of costs:

In accordance with Article 8.5.4 of the Regulation, the indirect costs of entities from Romania acting as project promoters or project partners shall be calculated in accordance with Article 8.5.1(a) or Article 8.5.1(c) of the Regulation.

In the case of projects receiving a grant further to the restricted call for proposals under PA 10, the purchase of real estate and land may represent up to 70% of the total eligible expenditure of the project, in duly justified cases where it can be demonstrated that the purchase of real estate and land directly supports the results of the programme.

3. Bilateral relations

3.1 Bilateral relations

The Programme shall contribute to strengthening bilateral relations between Romania and the Donor States.

The Programme shall as appropriately facilitate donor partnership projects by carrying out, *inter alia*, match-making events and activities in conjunction with launching calls for proposals, as well as by encouraging donor partnership projects in call texts.

The further use of the funds for bilateral relations allocated to the programme shall be agreed in the Cooperation Committee.

4. Selection of projects and financial parameters

4.1 Open calls and availability of funds (including number of calls, duration of calls, and estimated size):

PA	Outcome	Modality	Indicative timing for launching the calls	Total available amount	Maximum / minimum grant applied for
7	Enhanced inclusion and empowerment of Roma	Call for proposals	2019-2020	€ 19,810,484	€ 1,000,000 / € 300,000
7	Enhanced inclusion and empowerment of Roma	Small grant scheme	2020	€ 997,059	€ 50,000 / € 20,000
8	Children and Youth at Risk	Call for proposals	2018	€ 16,898,633	€ 1,500,000 / € 500,000
10	Increased use of social services by disadvantaged groups	Call for proposals	2019	€16,455,627	€ 2,500,000 / € 500,000
10	Increased use of social services by disadvantaged groups	Restricted call for proposals	2018	€ 9,753,600	€ 5,000,000 / € 500,000
10	Increased use of social services by disadvantaged groups	Small grant scheme	2019-2020	€ 1,000,000	€ 40,000 / € 5,000
17	Increased implementation of judgements and case law issued by the European Court of Human Rights (ECtHR) and of country specific recommendations on human rights put forward by other	Call for proposals	2020	€ 5,708,045	€ 2,500,000 / € 500,000

	bodies of the Council of Europe				

Subject to the agreement of the Cooperation Committee, the funding under the call for proposals within PA7 "Enhanced inclusion and empowerment of Roma" may be channelled into thematic funding streams. The Programme Operator may propose a balanced distribution into one or more thematic funding streams. Any such proposal shall be subject to further consultations with stakeholders representing large and small Roma organisations across Romania.

4.2 Selection procedures:

Applications submitted shall be assessed in accordance with Article 7.4 of the Regulation. All applications that pass the administrative and eligibility verification shall be subject to a technical and financial evaluation by independent experts contracted by the Programme Operator. The experts shall evaluate the projects against the selection criteria announced with the call for proposals. The result of the expert evaluation shall be a ranking list that forms the basis of the Selection Committee's (SC) discussion.

The SC shall consist of three persons with relevant expertise with at least one member external to the Programme Operator and its Steering Committee. IPOs and DPPs shall be invited to attend the meetings of the SC in advisory capacity. The SC shall recommend the projects to be funded and may modify the ranking of the projects in justified cases. The justification for the modifications shall be detailed in the minutes of the meetings and all affected applicants shall be informed in writing about the justification for the modification.

Grants shall be awarded by the Programme Operator to projects on the basis of a ranking list (including reserve list) recommended by the Selection Committee. In case the Programme Operator modifies the final ranking list recommended by the Selection Committee, it shall inform all applicants affected, the Selection Committee, the DPP, the IPO and the Donors and provide a justification for the modifications.

To the extent that any member of the Steering Committee of the Programme Operator is involved in any aspect of the project selection process, the NFP shall ensure that all measures are taken to avoid conflicts of interest.

<u>Special provisions with regard to the selection of projects under the restricted call for proposals under PA10:</u>

The call for proposals shall be in English. A Romanian translation shall be provided. The Programme Operator shall submit to the NMFA the text of the call for proposals at least four weeks in advance of its announcement.

All applications that pass the administrative and eligibility verification (formal appraisal) shall be subject to a desk appraisal performed by independent experts, with specific expertise, selected and contracted by the Programme Operator. The Selection Committee shall approve the independent experts, prior to contracting by the Programme Operator. The experts shall evaluate the projects against the selection criteria announced with the call for proposals. The result of the experts' desk appraisal shall be a ranking list that forms the basis of the Selection Committee's (SC) discussion.

The SC shall consist of one representative of the NFP, one representative of the Programme Operator, one representative of the FMO, one representative of the DPP and one representative of the IPO.

The SC shall approve the projects to be funded and may modify the ranking of the projects in justified cases. The justification for the modifications shall be detailed in the minutes of the meetings and all affected applicants shall be informed in writing about the justification for the modification.

Grants shall be awarded by the Programme Operator to the projects as approved by the SC.

The provisions described above shall apply *mutatis mutandis* to any decision to award additional funds to already approved projects under the restricted call for proposals.

4.3 Project grant rate:
Grants from the programme may be up to 100% of total eligible expenditure of the project.

In the case of projects where the Project Promoter is a social partner, as defined in Article 1.6 of the Regulation, the project grant rate may be up to 90% of the eligible expenditure of the project.
In the case of projects to be financed under calls or small grants schemes launched after 27 November 2020, where the Project Promoter is an NGO, as defined in Article 1.6 of the Regulation, a waiver pursuant to Article 14.5 of the Regulation is granted for the co-financing requirements set in Article 6.4.3 of the Regulation and the project grant rate may be up to 100% of the eligible expenditure of the project.

In the case of projects selected under calls or small grants schemes launched prior to 27 November 2020, where the Project Promoter is an NGO, as defined in Article 1.6 of the Regulation, a waiver pursuant to Article 14.5 of the Regulation is granted and the project grant rate may be up to 100% of the eligible expenditure of the project. The Programme Operator shall make an assessment of the impact on individual projects' budgets and deliverables when deciding whether or not to apply a higher grant rate to projects already selected. The revised grant rate shall apply from the date provided for in the project contract or in the addendum to the project contract, as the case may be. Where co-financing is to be provided in the case of projects where the Project Promoter is an NGO, in-kind contribution in the form of voluntary work may constitute up to 100% of the co-financing.

The project grant rate shall in all cases be set at a level that complies with the State Aid rules in force and takes into account any and all other forms of public support granted to projects. Any remaining costs of the project shall be provided or obtained by the Project Promoter or Project Partner, as agreed in the Partnership Agreement.

5. Additional mechanisms within the Programme
5.1 Pre-defined projects

1) "Sustainable social and education integration through sport activities"

Project Promoter:	National University for Physical Education and Sports
Donor project partner(s):	The Norwegian School of Sport Sciences
Total maximum eligible costs:	€ 4,373,581
Project grant rate:	100.00 %
Maximum project grant amount:	€ 4,373,581

This project shall contribute to the programme outcome "Enhanced social inclusion of children and youth".

The project main objective is to decrease the early school leaving phenomena by involving children and youth at risk in sporting and outdoor activities.

The main target group consists of approximately 2,600 children at risk of dropping out school and of social exclusion generated by their economic situation or by disability, distributed nationwide in the eight regions of Romania. The project will target as well approximately 760 specialists working directly with the main target group and approximately 800 parents through the following activities:

a) Providing services for target groups:

- for the primary target group – children in risk of educational and social exclusion: an evaluation of their status in order to properly select the project activities suitable for each one, inclusive activities based on sport, counselling and guidance sessions, non-formal education based on social integration skills, providing hot meal, participating at competitions and camps

- for the secondary target group – specialists: workshops in order to present the methodologies, counselling sessions, non-formal education to develop specific skills needed in working with children in risk of social exclusion, participating at targeted communication and awareness campaigns, implementing a caravan that will reach other locations that the 8 regional project locations, participating in scientific communication sessions

- for the secondary target group – parents: targeted communication campaigns, group counselling and workshops presenting instruments they can use for the social integration of their children

b) Studies and research that will contribute to elaborating and implementing the methodologies in the project and will be the starting point for the public policy;

c) Development of four specific methodologies for social inclusion and early school prevention based on sporting activities;

d) Exchanges of experience between the project partner and Norwegian project partner

2) "Improving access and quality of services to citizens – transparent, responsible and accountable local public administration"

Project Promoter:	Association Communes in Romania (ACoR)
Donor project partner(s):	Norwegian Association of Local and Regional Authorities (KS)
Other project partner(s):	Association of Municipalities in Romania (AMR)
Total maximum eligible costs:	€ 3,277,088
Project grant rate:	100.00 %
Maximum project grant amount:	€ 3,277,088

This project shall contribute to the programme outcome “Increased knowledge of central and local government to enact good governance principles”.

The main aim of the project is to strengthen local government capacity in Romania by increasing its accountability and transparency and by raising awareness regarding incompatibility and conflict of interest. The project shall act on the following four levels:

1. Transparent decision-making process in place at the local level through public consultation processes regarding the measures taken by the local government that affect them directly, and greater participation of citizens in community life through assimilation of basic concepts of civic culture;

2. Organizational ethics assumed by decision makers in local government institutions through good practice examples from Norway and EU Member States;

3. Reduced Incompatibility cases through better understanding of legislative concepts and appropriate implementation of the laws so that the number of elected officials and civil servants being subjects of incompatibility investigations is reduced;

4. Reduced cases of conflict of interest, through early identification of emerging risks of conflicts of interest in the daily operations of commune administrations and through information on relevant legislative concepts.

The pre-defined project will include the following activities:

- Needs assessment analysis focused on the project's 'four levels'

- Development of training materials and training of trainers (TOT) for 20 people from Romania and Norway

- Development of guidelines and toolkits to be used as information and support materials by all city halls representatives in their activity

- Development of trainings for approximately 2800 representatives from local level from each county with the support of the experts and the resource persons, in the project's 'four levels'

- Development of the e-TIC Portal, a permanent information centre for local elected officials and civil servants from local authorities. This shall include: an online help-desk for all the local authorities involved in the project (at least 1000 communes and 106 municipalities) through which advice for the local authorities (elected persons and civil servants) regarding the project's 'four levels'.

- Development of trainings for new elected officials (mayors, vice-mayors and elected officials) after June 2020 – approximately 500 persons

- Exchange of experience and best practices with Republic of Moldova

3) "Capacity building in the field of public governance – a coordinated approach of the Centre of the Government of Romania"

Project Promoter:	General Secretariat of the Government of Romania (GSG)
Other project partner(s):	Organisation for Economic Co-operation and Development (OECD) Ministry of Justice - Romania Authority for Romania's Digitalisation
Total maximum eligible costs:	€ 3,105,216
Project grant rate:	100.00 %
Maximum project grant amount:	€ 3,105,216

The predefined project contributes to the programme outcome "Increased knowledge of central and local government to enact good governance principles."

The project is implemented by the General Secretariat of the Government of Romania (GSG) in partnership with the Organisation for Economic Co-operation and Development (OECD); the Ministry of Justice; the Authority for Romania's Digitalization.

The project aims at providing an in-depth review of Romania's public central administration, followed by targeted implementation support to strengthen its capacity in a sustainable manner. By the end of the project at least 200 targeted public servants (distributed among around 12-15 public institutions) will have acquired the capacities required in order to implement the recommendations and use the conceptual tools developed in the project.

The project will focus on four areas: role of the centre of government, open government, digital government and integrity.

The pre-defined project will include the following activities under each of the focus areas:

Role of the centre of government (CoG)
- Providing implementation support in the format of workshops and guidelines for implementing and monitoring the Sustainable Development Goals (SDGs),

- Designing a Roadmap for Policy Coherence for Sustainable Development that will help Romania define the sequencing and milestones of SDG implementation and strengthening CoG capacity in the governmental strategic approach needed for implementing and monitoring process of the SDGs,

Open Government

- Assess the governance of open-government in Romania against the 10 provisions of the OECD Recommendation of the Council on Open Government, outlining key accomplishments, success stories, bottlenecks and possible areas for improvement.

- Analyse and elaborate a set of actionable recommendations on how to improve mechanisms that can allow for open government policies and practices to be successfully disseminated horizontally and to seamlessly trickle down/up from the central to the local level, taking into consideration the specific institutional setting and historical context in Romania.

- Disseminate the Romanian open government good practices and lessons learned from implementation nationally and internationally across the OECD membership and beyond.

- Development of a beta version of the OpenGov Index: Based on the measurement framework and the data collected in the Open Government Review, recommendations and indicators, GSG will develop with the assistance of OECD a version of the OpenGov Index allowing a clear and comparative assessment of progress over time.

Digital Government

- Targeted technical seminars, capacity building workshops and working sessions to further advance digital government at the national and local level

- Assisting in the definition of (political, environment, economic and social) impact indicators of open data publishing and providing technical assistance sequencing to the subsequent impact assessment.

- Development of awareness raising materials to enable stakeholders to benefit from the digital transformation of the public sector, especially of a guidebook for the elaboration and implementation of

digital transformation projects in the Romanian public administration and the mechanism for public support to the digitalisation of niche economic sectors.

Integrity

In order to support the Government of Romania in the implementation of National Anticorruption Strategy 2016-2020 , the following activities are envisaged:
- Stocktaking of the Public Integrity System in regards to healthcare, education and state-owned companies;
- Behavioural Interventions to increase integrity and reduce corruption in healthcare, education and state-owned companies, according to the national anti-corruption strategy;
- Developing capacities for public officials at the national level (this measure will be linked to the first two activities).

Public Sector Innovation

In supporting Romania's introduction of the concept of innovation as a strategic asset at the level of public administration, the following complementary activities are envisaged to be implemented in the project:

- A public sector innovation scan;

- A public sector Innovation Action Plan;

- Piloting the "innovative ideas lab" at the Centre of the Government level incorporating key elements of anticipatory innovation function.

5.2 Financial Instruments
N/A

6. Programme Management
6.1 Payment flows

The Programme Operator shall ensure that funds are available for payments to projects in a timely manner. Payments of the project grant shall take the form of advance payments, interim payments and final payments. The level of advance payment and interim payments to PPs shall be set out in the project contract. The maximum level of advance payment shall be linked to the project budget and duration as follows:

Project Implementation Duration	Advance Payment	First Interim Payment	Second Interim Payment	Third Interim Payment	Fourth Interim Payment	Fifth Interim Payment
≤12 Months	80%	20%	-	-	-	-
12-18 Months	40%	30%	30%	-	-	-
18-24 Months	30%	30%	30%	10%	-	-
24-36 Months	20%	20%	20%	20%	20%	-
>36 Months	20%	20%	20%	20%	10%	10%

Notwithstanding the above description of the financial flows, the Programme Operator shall ensure that, in the case of projects implemented by or in partnership with international organisations, or a body or an agency thereof, advance payments and all subsequent payments to the project from the Programme are sufficient to ensure that pre-financing requirements can be met and that all payments due to the international organisation, or a body or an agency thereof, are made without delay.

An advance payment of a percentage of the total grant amount shall be paid within 15 working days upon submission of a request after signature of the project contract.

For additional resources allocated to already approved projects due to a programme modification, an advance payment of up to 100% can be provided by the Programme Operator.

The interim payments shall be paid within 15 working days after the PO approved the payments. The level of the interim payments described above is indicative and will be set according to the needs of the projects in the project contract. In exceptional and well-justified cases, the Programme Operator may waive this requirement and make the interim payment.

Upon approval of the final project report a final balance payment, if applicable, shall be made within 15 working days.

In case of euro-denominated contracts with entities from Donor States or with intergovernmental organizations, the Programme Operator shall transfer the amounts in euro.

6.2 Verification of payment claims

The verification of the reported incurred expenditure and payment claims of the PPs shall be conducted by the Programme Operator. The verifications to be carried out by the Programme Operator shall cover administrative, financial, technical and physical aspects of project.

The Programme Operator shall conduct:

- Administrative verification in respect of incurred expenditure reported by Project Promoters (desk verifications of the interim/final reports);

- On-the-spot verifications of projects.

The Programme Operator will verify that the expenditures declared by the PPs have actually been incurred and comply with the Regulation, the programme agreement and the applicable national and European Union law. The Programme Operator will use sampling methods in order to verify a reasonable percentage of the incurred expenditure. The Programme Operator shall keep records describing and justifying the sampling method and identifying the project or transactions selected for verification.

The frequency of interim reporting to the Programme Operator shall be linked to the project duration and determined in the project contract. Project reports shall be accompanied by proof of expenditures.

The Programme Operator will verify that the expenditures declared are consistent with the corresponding proof of expenditures. A report issued in accordance with Article 8.12.4 of the Regulation shall be seen as sufficient proof of expenditure only in the case of project partners from the Donor States or International Organisations.

The detailed procedure for verification of expenditure, periodicity of reporting periods, and deadlines for reporting will further be detailed in the description of the Programme Operator's management and control systems.

6.3 Monitoring and reporting

The Programme Operator shall monitor, record and report on projects' progress towards the programme's outcomes in accordance with the provisions contained in the legal framework. The Programme Operator shall ensure that suitable and sufficient monitoring and reporting arrangements are made with the Project Promoters in order to enable the Programme Operator and the National Focal Point to meet its obligations to the Donor States.

When reporting on progress achieved in Annual and Final Programme Reports, the Programme Operator shall disaggregate results achieved as appropriate and in accordance with instructions and templates received from the FMO.

6.4 Programme administrative structures

In addition to the allocation to programme management set in the detailed budget table contained in Annex 1 to this Programme Agreement, the Programme Operator may allocate further funds to support the implementation of the programme. The Donor States shall bear no responsibility for such further funds and the Programme Operator's responsibilities, as described in this Programme Agreement and the legal framework governing the EEA and Norwegian Financial Mechanisms 2014-2021, shall in no way be affected by the availability of such further funds.

7. Communication

The Programme Operator shall comply with Article 3.3 of the Regulation, the Information and Communication Requirements in Annex 3 of the Regulation and the Communication plan for the programme.

8. Miscellaneous

N/A